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#10/Revoc/PA  
5/22/03  
D.Bell

CUSTOMER NO. 000027683

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: §  
Assignee: Thermo Finnigan LLC §  
Serial No.: 09/744,043 §  
Filed: §  
For: §

REVOCATION/NEW POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST  
INCLUDING CERTIFICATION FOR TAKING ACTION BY ASSIGNEE UNDER 37 CFR 3.73(b)

Commissioner For Patents  
Washington, D.C. 20231

Dear Sir:

The above-identified assignee hereby revokes all powers of attorney previously given and hereby appoints the following attorneys to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

David L. McCombs (Reg. No. 32,271); Michael J. Balconi-Lamica (Reg. No. 34,291); Jeffrey M. Becker (Reg. No. 35,442); J.R. Bell (Reg. No. 26,528); Timothy Bliss (Reg. No. 50,925); Randall C. Brown (Reg. No. 31,213); L. Howard Chen (Reg. No. 46,615); Randall E. Colson (Reg. No. 40,566); Michael A. Davis, Jr. (Reg. No. 35,488); Ruben C. DeLeon (Reg. No. 37,812); Andrew S. Ehmke (Reg. No. P-50,271); Brian J. Hubbard (Reg. No. 45,873); Rita M. Irani (Reg. No. 31,028); Mark P. Kahler (Reg. No. 29,178); Warren B. Kice (Reg. No. 22,732); Christopher P. Kosh (Reg. No. 42,760); J. Andrew Lowes (Reg. No. 40,706); Todd Mattingly (Reg. No. 40,298); John Montgomery (Reg. No. 31,124); Bill R. Naifeh (Reg. No. 44,962); Gloria Norberg (Reg. No. 36,706) and David M. O'Dell (Reg. No. 42,044).

Please address all correspondence and telephone calls regarding this application to:

David L. McCombs  
Attorney for Applicants  
Haynes and Boone, LLP  
901 Main Street, Suite 3100  
Dallas, TX 75202-3789  
[972] 739-8636  
[972] 680-7551 - Fax

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The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified patent application by virtue of a chain of title from the inventors of the above-identified patent application to the above-identified assignee as shown below:

From: Stephen Davis, Alexander Makarov and Andrew Hoffman  
To: Genomic Solutions Limited  
Assignment Dated: 18 January 2001

From: Genomic Solutions Limited  
To: Thermo Finnigan LLC  
Assignment Dated: 8 August 2002

The undersigned has reviewed all the documents in the chain of title of the above-identified patent application and, to the best of the undersigned's knowledge and belief, title is in the above-identified assignee. The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

The undersigned hereby declares that all statements made herein of the undersigned's own knowledge are true; and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Executed the 29th day of October, 2002.

THERMO FINNIGAN LLC

By Kenneth J. Apicerno  
Name: Kenneth J. Apicerno  
Title: Treasurer

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner For Patents, Washington, D.C. 20231

on 3/25/03  
[Signature]  
D1044809.1

ASSIGNMENTSole or Joint Inventorship

WHEREAS, DAVIS, Stephen Charles of 8 Flash Lane, Bollington, Macclesfield,  
Cheshire SK10 5AQ; MAKAROV, Alexander Alekseevich of 90 Marlborough Avenue,  
Cheadle Hulme, Cheshire SK8 7AR; and HOFFMAN Andrew David of 15 Spath Road,  
Didsbury, Manchester M20 2QT

hereinafter called the "Assignor(s)", have invented a new and useful  
Time-of-Flight Mass Spectrometer

for a full description of which reference is here made to an application for Letters Patent of the  
United States

(select one) \_\_\_\_\_ executed on even date herewith

☒

Serial No. PCT/GB99/02244

13th July 1999

filed \_\_\_\_\_

WHEREAS, Genomic Solutions Limited

having a place of business at Forge Close, Little End Road, Eaton Socon,  
St Neots, Cambridgeshire PE19 3TP, United Kingdom

hereinafter called the "Assignee", is desirous of acquiring the entire right, title and interest in and  
to said invention, the application above identified, and in, to and under Letters Patent which may be  
obtained for said invention, as hereinafter more fully set forth;

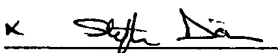
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in  
consideration of the sum of \$1.00, and other valuable and legally sufficient consideration, the receipt  
of which by the said Assignor(s) from the said Assignee is hereby acknowledged, the said Assignor(s)  
have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the said


Assignee, the entire right, title and interest for the United States in and to the invention and application hereinabove identified, and any Letters Patent of the United States that may issue for said invention as well as all continuations, continuations-in-part, divisions and re-issues thereof; to have and to hold for the sole and exclusive use and benefit of the said Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patent for said invention that may issue.

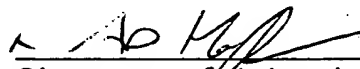
And the said Assignor(s) do hereby covenant and agree, for themselves and their legal representatives, that they will assist their said assignee in the prosecution of the application herein identified, in the making and prosecution of any other applications for Letters Patent that the said Assignee may elect to make covering the invention herein identified, as hereinbefore set forth, including any application for re-issue, application for re-examination, or any proceeding in the United States Patent and Trademark Office affecting said invention, investing in the said Assignee like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference or re-examination which may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will execute and deliver to the said Assignee any and all additional papers which may be requested by the said Assignee to fully carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue Letters Patent to the said Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the said Assignor(s) have hereunto set their hands on the date indicated below.

Dated: 16/1/01   
Signature of first or sole inventor  
DAVIS, Stephen Charles

Dated: 18/1/01   
Signature of joint inventor  
MAKAROV, Alexander Alekseevich

Dated: 18/1/01   
Signature of joint inventor  
HOFFMAN, Andrew David

## ASSIGNMENT

THIS ASSIGNMENT is made the 8th day of August 2002

BETWEEN Genomic Solution Limited, Forge Close, Little End Road, Eaton Socon, St. Neots, Cambridgeshire PE19 3TP United Kingdom

(hereinafter called "the Assignor", which expression where the context so requires shall include his successors in title) of the one part  
and Thermo Finnigan LLC

whose registered office is at 355 River Oaks Parkway, San Jose, California 95134, United States of America

(hereinafter called "the Assignee" which expression where the context so requires shall include its successors in title) of the other part

WHEREAS:-

- (a) the Assignor claims to be the proprietor of the invention (hereinafter called "the invention") described in the specification accompanying the application for a patent details of which are set out in the first schedule hereto (hereinafter called "the scheduled application")
- (b) the Assignor has agreed with the Assignee to assign or confirm (as the case may be) to the Assignee rights in the invention as hereinafter set forth.

NOW THEREFORE IT IS AGREED AND DECLARED as follows:-

1. In consideration the sum of £1.00 (one pound) paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns unto the Assignee to the extent of his right, title and interest therein (if any):
  - (i) the right to apply for and obtain a patent or other forms of protection in respect of the invention in the countries set out in the second schedule hereto (hereinafter called the scheduled countries) including the right to make a further application in respect of any part or parts of the matter contained in any earlier application.
  - (ii) the right to claim priority from the scheduled application under the terms of the International Convention.

TO HOLD the same unto the Assignee absolutely.

2. The Assignor hereby covenants and agrees with the Assignee that he will as and when required by the Assignee so to do execute sign and do all such instruments applications documents acts and things as may be required by the Assignee to enable the Assignee or its nominee to enjoy the full benefit of the rights hereby assigned and to apply for and obtain a patent or other forms of protection in respect of the invention in the scheduled countries and fully and effectively to vest the same in the Assignee or as it shall direct.
3. In this Assignment words importing the masculine gender shall include the feminine and words importing the singular shall include the plural.

IN WITNESS whereof the Assignor has hereunto set his hand and the Assignee has caused these presents to be executed the day and year first before written.

# THE FIRST SCHEDULE

Country of Application	Date of Filing	Number	Title
U.S.A	16 January 2001	09/744,043	TIME OF FLIGHT MASS SPECTROMETER

*GENOMIC SOLUTIONS LTD*

SIGNED by the Assignor .....

*Jeffrey S. Williams, Chairman*

In the presence of:

*Gary A. Kendra*

Name of Witness:

*Gary A. Kendra*

Address:

*4355 Varsity Drive  
Ann Arbor, MI 48108*

Occupation:

*Attorney*

THERMO FINNICAN LLC

SIGNED for and on behalf of the Assignee .....

*Kenneth J. Apicerno, Treasurer*

In the presence of:

*Shela Wylaw*

Name of Witness:

*Shela Wylaw*

Address:

*6E Bedford Village  
Bedford MA 01730*

Occupation:

*Executive Secretary*